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ABSTRACT

This contractual agreement was effective for the period from September 28, 1972 to September 28, 1974. Articles cover recognition and definitions, relationship between board and federation, use of college facilities, faculty fringe benefits, a statement on academic freedom and responsibility, participation in decisionmaking, selection and responsibilities of department chairman, process of faculty evaluation, faculty grievances, faculty workload, scheduling, and course assignments, no strike pledge, statutory responsibilities of the board, the policy-making authority of the Board of Trustees, duration and extent of the coagreement, and saving clause. Appendixes present the payroll dues check-off and the board's policy on appointment, promotion, and tenure; nondiscrimination; and definition of the work year. (MJM)

ED101641

AGREEMENT

between

THE BOARD OF TRUSTEES
OF STATE COLLEGES

and

THE WORCESTER STATE COLLEGE
FACULTY FEDERATION
LOCAL 2070,
AMERICAN FEDERATION
OF TEACHERS, AFL-CIO

HE 006 236

(September 28, 1972)

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PREAMBLE

This Agreement is entered into by and between the Board of Trustees of State Colleges and the Worcester State College Faculty Federation, AFT Local 2070, AFL-CIO, as the exclusive collective bargaining agent for faculty members in the bargaining unit as described in Article I, Section A.

Worcester State College is an important part of a statewide system of institutions of higher learning operated through the Board of Trustees of State Colleges under laws of the Commonwealth of Massachusetts.

The participation of faculty, together with students and administrators, in the governance of Worcester State College is essential to its growth and development as a general purpose institution within the system of State Colleges under the jurisdiction of the Board of Trustees of State Colleges.

The basic functions of instruction, research and service at Worcester State College are performed by a community of men and women who are members of a profession dedicated to the advancement of learning, instruction, scholarship, and service, and it is therefore fitting that they share in the formu-

lation of plans and policies which affect their professional activities under the jurisdiction of the Board of Trustees of State Colleges.

Accordingly, this Agreement between the Board of Trustees of State Colleges and the Worcester State College Faculty Federation seeks to establish a firm basis for expanded faculty participation in campus governance and to describe more precisely the scope of that participation.

The parties to this Agreement recognize both the need and the opportunity for improvement and growth at Worcester State College: they pledge themselves cooperatively therefore to the task of reassessing the goals and objectives of the College through an alliance of students, faculty and administration committed to the attainment of the highest standards in teaching, research and service to the community.

ARTICLE 1

RECOGNITION AND DEFINITIONS

A. Recognition

The Board of Trustees of State Colleges (hereinafter referred to as the "Board") recognizes the Worcester State College Faculty Federation AFT Local 2070, AFL-CIO (hereinafter referred to as the "Federation") as the exclusive collective negotiation representative with respect to the conditions of employment of a unit which comprises:

> All faculty who hold a full-time appointment from the Board as Professor, Associate Professor, Assistant Professor, Instructor, and Librarians I through V.

B. Jurisdiction

During the term of this Agreement, the jurisdiction of the Faculty Federation shall extend to those faculty who now or hereafter hold full-time appointments to the positions included in the bargaining unit.

C. Dues Check-Off

The Faculty Federation shall be permitted authorization for payroll deductions as set forth in Appendix **A**.

D. Definitions

1. **Academic Year.** The term "academic year" as used in this Agreement comprises the inclusive dates from September 1 to June 30. (See Appendix B.)

2. **Administration.** The term "administration" as used in this Agreement shall mean the President and other principal administrative officers of the College appointed by the Board from time to time; such designation shall not include individuals and positions as defined in Article IA of this Agreement.

3. **Board.** The term "Board" as used in this Agreement refers to the Board of Trustees of State Colleges as defined in Mass. G. L. C. 15, Section 20A.

4. **Campus.** The term "campus" as used in this Agreement refers to any site or location of the facilities or properties of Worcester State College.

5. **College.** The term "College" as used in this Agreement refers collectively to all facilities and properties which are now or shall hereafter be designated by the Board for the use of Worcester State College.

6. **Council.** The term "Council" as used in this Agreement refers to the All College

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Council as organized and established under Article VII of this Agreement.

7. **Dean.** The term "Dean" as used in this Agreement shall mean the Academic Dean or the person holding the equivalent position as may be designated from time to time by the Board.

8. **Department.** The term "Department" as used in this Agreement refers to the organizational units of the faculty as are now or may from time to time hereafter be recognized by the Board. The existing Departments are: (1) Art, (2) Biology, (3) Chemistry, (4) Economics—Sociology, (5) Elementary Education, (6) English, (7) Foreign Language, (8) Geography—Geology, (9) History—Political Science, (10) Mathematics, (11) Media, (12) Music, (13) Health and Physical Education (Men), (14) Health and Physical Education (Women), (15) Physics, (16) Psychology—Philosophy, (17) Secondary Education, (18) Speech and Drama. Moreover, solely for the purposes of this Agreement, the term "Department" shall also include the Learning Resource Center.

9. **Department Chairman.** The term "Department Chairman" as used in this Agreement shall mean any person appointed by

the President in accordance with the provisions of Article VI of this Agreement to fulfill the responsibilities set forth herein with respect to any Department of the College as defined in this Agreement. Moreover, solely for purposes of this Agreement, the Director of the Learning Resources Center shall also be a Department Chairman and shall for the duration of this Agreement discharge the duties of Department Chairman as are set forth in this Agreement.

10. **Faculty.** The term "faculty" as used in this Agreement means any member of the bargaining unit.

11. **Junior Faculty.** The term "Junior Faculty" as used in this Agreement means any member of the bargaining unit at the rank of Instructor or Assistant Professor or Librarian I and II.

12. **Senior Faculty.** The term "Senior Faculty" as used in this Agreement means any member of the bargaining unit at the rank of Associate or Full Professor, or Librarian III, IV, or V.

13. **Federation Representative.** The term "Federation Representative" as used in this Agreement means any representative of the

Federation who is a member thereof, and has been officially so designated in writing to the President of the College, or a representative of the Massachusetts Federation of Teachers or the American Federation of Teachers who has been officially so designated in writing to the President of the College by the President of the Federation.

14. **Grievance.** The term "grievance" as used in this Agreement means a complaint by a member or members of the faculty or the Federation, upon a majority vote of a duly constituted meeting of the Executive Council thereof, brought during the term of this Agreement, that an express provision of this Agreement or of any of the written policies of the Board which are expressly incorporated by reference in Article XIII of this Agreement, has been violated in its application to him, or the Federation, as the case may be.

15. **President.** The term "President" as used in this Agreement means the chief executive officer of Worcester State College, or a person acting in that capacity, duly appointed and authorized by the Board.

16. **Promotion.** The term "promotion" as used in this Agreement means advancement to a higher faculty rank.

17. **Rank.** The term "rank" as used in this Agreement means any one of the four academic ranks of Instructor, Assistant Professor, Associate Professor, and Professor and also Librarians I through V.

18. **Student.** Except as otherwise expressly designated, the term "student" as used in this Agreement means any person certified by the Registrar to be matriculated as an undergraduate student to be in good academic standing and to be carrying at least twelve (12) credit hours per semester.

19. **Graduate Student.** The term "graduate student" as used in this Agreement means any person certified by the Dean, or his designee, to be matriculated as a graduate student in a graduate degree credit program, and to be carrying at least three (3) credit hours per semester.

20. Wherever the singular is used and the context clearly so requires, it shall include the plural.

E. Faculty Entitlement Under This Agreement

Every member of the faculty within the bargaining unit as described in Article I, A,

shall be entitled to the applicable benefits set forth in this Agreement and shall have the right to participate in elections in the manner provided in this Agreement.

ARTICLE II

RELATIONSHIP BETWEEN THE BOARD AND THE FEDERATION

A. Fair Practices

1. As the sole bargaining agent the Federation shall continue its policy of accepting into membership all eligible persons in the unit without regard to age, race, color, creed, national origin, sex or marital status. The Faculty Federation shall represent equally all faculty without regard to membership or participation in the activities of any employee organization.

2. The Trustees agree to continue their policy of non-discrimination against any person on the basis of race, color, creed, national origin, sex, marital status, age, or participation in or association with the activities of any employee organization.

3. Moreover, the Federation agrees to cooperate with the Board in the implementation of the Affirmative Action Program as amended from time to time by the Board.

B. Individual Contracts

This Agreement shall be incorporated into employment contracts hereafter issued to faculty members, and no contract hereafter entered into with a member of the faculty shall be contrary to the terms contained herein. Rights and benefits of faculty members set forth in this Agreement shall be incorporated by reference into and made part of any individual academic year or calendar year contract of employment with the Board of Trustees, except that in the case of individual contracts of employment existing as of the date of this Agreement, this Agreement shall not be incorporated by reference therein, without the assent and approval of each faculty member. Upon such approval, in the event of conflict between the terms of an individual contract and the terms of this Agreement, the latter shall be controlling.

C. Consultation

On behalf of the Board, the Director of the Division of State Colleges, or his designee, and the President of Worcester State College shall meet with representatives of the Federation once each semester for the purpose of maintaining good relationships through regular communication and for discussing those

matters necessary to the implementation of this Agreement. The President of the College shall meet with representatives of the Federation once each month during the academic year; and at such other times within five (5) days after a request of either the President of the College or the President of the Faculty Federation for the purposes of maintaining and improving relationships.

D. Information

The Board shall make available to the Federation upon its written request within a reasonable time thereafter, such statistics and information related to the collective bargaining unit in the possession of the Board of Trustees as are necessary for the implementation of this Agreement. It is understood that this shall not require the Board to compile information and statistics in the form requested unless already compiled in that form, or to supply any information deemed confidential.

ARTICLE III

Use of College Facilities

Upon request to the President of the College or his designee, the Federation shall be permitted to meet at the College if appropri-

ate facilities are available. All requests must be in writing at least twenty-four (24) hours prior to the requested meeting. The parties agree to use their best efforts to schedule meetings involving faculty in a manner designed to avoid conflicts between such duly requested and previously scheduled meetings.

The Federation shall be provided with an office on the campus.

The President or his designee shall assign two (2) bulletin boards for the exclusive use of the Federation for the purpose of posting Federation notices. One (1) such bulletin board shall be made available in the Administration Building and one (1) in the Science Building of the College.

The Federation shall be permitted the right to place Federation notices in faculty mailboxes.

Federation members within their respective Departments shall be entitled to use telephones existing within their respective Departments for purposes of intra-college communication of official Federation or Departmental business.

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ARTICLE IV

FACULTY FRINGE BENEFITS

A. Paid Leaves of Absence

1. Sick Leave

(a) All faculty members shall be entitled to ten (10) days sick leave for each academic year of service. Sick leave credit will begin on the first month following employment and will accumulate monthly. A renewal of contract will be deemed a continuation of service. Credits for periods of less than one month's employment with pay shall not be allowed.

(b) Sick leave not used in any year may be accumulated.

2. Sabbatical Leave

Any faculty member who has served as such in the state colleges for at least seven (7) consecutive years after entering such service, or if a leave of absence has previously been granted to him, after the termination of the last such leave may, upon written recommendation of the President of the College, be granted by the Director of the Division of State Colleges a leave of absence, for study and research; for a period of one (1) year at half pay or for a period of a half year at full pay for such period; provided, that prior to

the granting of such leave said teacher shall enter into a written agreement with the Board of Trustees that upon the termination of such leave he will return to the State College service and serve as a teacher in the same or another State College for a period equal to twice the length of such leave and that, in default of completing such service, he will refund to the Commonwealth, unless excused therefrom by the Board for reasons satisfactory to it, an amount equal to such proportion of the salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

3. Funeral Leave

Upon evidence satisfactory to the Board or its designee of the death of the husband, wife, child, parent, spouse's parent, brother or sister of any faculty member, or of a person living in his or her immediate household, funeral leave with full pay shall be granted for a period not exceeding four (4) days.

4. Other Leaves

Other leaves, as authorized and set forth in the "Rules and Regulations Governing Vacation leave, Sick Leave, Travel, Overtime, Military Leave, Court Leave, and Other Leave"

(Red Book) shall also be available to faculty members in accordance with the provisions thereof.

5. Exclusions from Leave Deduction

Upon the written application of a faculty member through his Department Chairman, the President of the College or his designee may grant such faculty member permission to attend a convention, meeting of a learned society, or other professional function without loss of compensation or other penalty and such attendance shall be deemed to be a part of the professional duties of such faculty members.

B. Unpaid Leaves of Absence

Upon the application of a faculty member, and a recommendation by the President of the College, the Board or its designee may grant to such faculty member leave without pay for such term, upon such condition, and for such purpose as the Board or its designee may determine. The purposes for which a faculty member may submit his application for such unpaid leave may include, but shall not be limited to, (a) advanced study, (b) participation in exchange teaching programs, in other states, territories, countries, and (c) participation in a cultural program related to his

professional responsibilities, and for such other purposes as may be allowed under the laws of the Commonwealth.

Any faculty member granted an unpaid leave of absence shall retain those benefits accrued during the period of his leave which are permitted by statute and the policies of the Board of Trustees.

C. Insurance

1. **Life Insurance**

   The Board shall continue to cover all employees of the bargaining unit under the plan now in effect during the term of this Agreement, pursuant to the provisions of M.G.L.A. Ch. 32A. 5, 6, 8, 10 and 10A.

2. **Health and Accident Insurance**

   The Board shall continue to cover all employees of the bargaining unit under the plan now in effect during the term of this Agreement, pursuant to the provisions of M.G.L.A. Ch. 32A. 5, 6, 8 and 10A.

3. **Workmen's Compensation**

   The members of the bargaining unit shall be covered by the provisions of Chapter 152 of the General Laws to

the extent that the Commonwealth has acted pursuant to Section 69 thereof to include them within the coverage of said Chapter 152.

D. Tax Sheltered Annuities

The Board of Trustees shall continue its policy of permitting the purchase of annuities by faculty members pursuant to the provisions of M.G.L.A. Ch. 15, §18A.

E. Changes in Benefits

The foregoing provisions of this Article notwithstanding, the parties agree that during the term of this Agreement if changes in the benefits provided in this Article are authorized and funds provided therefor by the General Court, or are duly established by administrative action applicable to such benefits then, upon such event the benefits shall be increased, or decreased, or terminated as the case may be, after conference between the parties, from the effective date of such increase, decrease or termination during the balance of the term of this Agreement.

F. Changes in the Agreement

The parties further agree that should the provisions of the Massachusetts G.L. Ch. 149, §178 existing as of the date hereof be amend-

ed by the General Court, the parties shall upon thirty (30) days written notice of either meet and confer with respect to such amendment and may incorporate any written agreement mutually agreed upon into this Agreement. The provisions of this section, however, shall not be deemed to impair any term in this Agreement contained.

ARTICLE V

STATEMENT ON ACADEMIC FREEDOM AND RESPONSIBILITY

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Institutions of higher education are committed to the solution of problems and controversies by the method of rational discussion. Acts of physical force or disruptive acts which interfere with college activities, freedom of movement on the campus, or freedom

for students to pursue their studies are the antithesis of academic freedom and responsibility as are acts which in effect deny freedom of speech, freedom to be heard and freedom to pursue research of their own choosing to members of the academic community or to invited visitors to that community.

Academic freedom is the right of scholars in institutions of higher education freely to study, discuss, investigate, teach and publish.

Academic freedom applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

ACADEMIC FREEDOM

(1) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(2) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful to present various scholarly views related to his subject and avoid presenting totally unrelated material.

ACADEMIC RESPONSIBILITY

The concept of freedom should be accompanied by an equally demanding concept of responsibility. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

ARTICLE VI

SELECTION AND RESPONSIBILITIES OF DEPARTMENT CHAIRMEN

A. Selection

Department Chairmen shall serve for a term of three (3) years unless a vacancy is declared to exist by the President of the College, or unless the Chairman is recalled, as hereinafter provided, or unless he is unable to serve by reason of death, illness, resignation, or other incapacity. Department Chairmanships shall be filled in the manner described below.

1. An election shall be held in each Department at the call of the Academic Dean within thirty (30) days of the execution of this Agreement for the purpose of nominating three (3) persons who would be acceptable to the members of the Department as Chairman, provided, however, that if in such election one (1) member of the Department shall receive at least three-fifths (3/5) of the votes of the members of the faculty of the Department, then, in such event, the name of such person shall be submitted to the President of

the College by the President of the Federation. Each such election shall be held under the auspices of the Federation; the President of the Federation shall promptly transmit to the President of the College a written record of each such election showing the votes cast.

2. All faculty members within the Department shall be eligible both for election as Department Chairman, and to vote in such election.

3. After each election, the President of the Federation shall submit a list of three (3) nominees to the President of the College, except as provided in "1" above.

4. Within seven (7) working days of the receipt of such nominee or nominees, the President of the College shall either (a) appoint the nominee or a Department Chairman from the list of nominees or (b) in cases where there are three (3) nominees, notify the President of the Federation that he declines to appoint any of the nominees on the list. If the President declines the list of nominees, a second election shall be held forthwith in accordance with the provisions of this Article; within seven (7)

working days of the receipt of the second list of three (3) nominees, the President shall appoint a Department Chairman from said list.

5. **Recall by Vote of the Department**

The following procedures shall be used for the recall of a Chairman by Department members:

(i) A Department meeting shall be held within the academic year, after filing with the Dean of the College, a petition signed by at least one-third (1/3) of the members of a Department setting forth a statement of the desire to recall the Chairman of that Department, provided, that such petition may be filed only within the academic year.

(ii) Upon receipt of such petition, within the academic year, the Dean shall promptly give fourteen (14) days written notice to all members of the Department, and to the President of the Faculty Federation, setting forth the time, date, place and purpose of such meeting.

(iii) The President of the Faculty Federation shall forthwith appoint an impartial faculty member or members to conduct the recall meeting and vote within the Department.

(iv) A vote of two-thirds (2/3) of all the members of the Department shall be required to recommend to the President that he declare a vacancy to exist in the Department Chairmanship. Upon receipt of such recommendation transmitted by the President of the Federation together with a written record of the minutes of such Departmental meeting and a record by number of the votes cast, the President of the College shall call for a new election under the procedures described herein.

6. The President of the College may at his discretion declare a vacancy to exist in any Department.

7. The President of the College may appoint an Acting Chairman when there shall be no Chairman appointed in accordance with the Provisions of this Article, or when the Chairman shall be

on leave, incapacitated, or otherwise unable to fulfill his duties, or upon the declaration of a vacancy, recall, or resignation.

8. For purposes of this Agreement, the Director of the Learning Resources Center shall, for the term of this Agreement, discharge with respect to Librarians in ranks I through V, those duties of Department Chairmen as are set forth in this Agreement.

B. Responsibilities

The responsibilities of the Department Chairman shall be to exercise academic and administrative leadership within the Department; moreover, he shall carry out those duties which are assigned to him elsewhere in this Agreement, as well as those additional duties which may be assigned to him from time to time by the President or the Dean.

The Department Chairman shall also establish the following Departmental Committees within (30) days of the execution of this Agreement, as follows:

1. A **Departmental Curriculum Committee** which shall consist of membership to be

determined by the Department Chairman in consultation with the members of the Department. The Department Chairman shall serve as permanent Chairman of the **Departmental Curriculum Committee.**

The **Departmental Curriculum Committee** shall prepare recommendations from time to time with respect to Departmental curriculum matters, and shall transmit any such recommendations directly to the **Undergraduate Curriculum Committee** for review. The Director of the Learning Resources Center, however, shall not be required to establish a Departmental Curriculum Committee.

2. A **Departmental Evaluation Committee** which shall consist of at least three (3) faculty members of the department, other than the Department Chairman, who have served a minimum of two (2) consecutive years at the College; such members shall be elected by the members of the department in an election called by the Department Chairman within the aforesaid thirty (30) day period following the execution of this Agreement. The **Departmental**

Evaluation Committee shall carry out those responsibilities for annual evaluation of all faculty members in the Department as are described and set forth in Article VIII of this Agreement.

3. A **Departmental Student Advisory Committee** which shall consist of five (5) students who are majors or minors within the Department. Such students shall be chosen in an election by those students who are majors or minors within the Department. Such election shall be called by the Department Chairman within the aforesaid thirty (30) day period following the execution of this Agreement.

The **Student Advisory Committee** shall assist the **Departmental Evaluation Committee** in obtaining student evaluation of faculty teaching performance for use both by the Committee and by the Department Chairman in accordance with the evaluation procedures described and set forth in Article VIII of this Agreement, and shall provide student advice and counsel to the Department Chairman on matters affecting student interests. The Director of the Learning

Resources Center, however, shall establish a **Student Advisory Committee,** after consultation with the President of the Student Senate and members of the Learning Resources Center, consisting of five (5) students. Such students shall be chosen in an election to be called by the Director of the Learning Resources Center within the aforesaid thirty (30) day period following the execution of this Agreement.

ARTICLE VII

PARTICIPATION IN DECISION MAKING

A. The All College Council: Membership and Responsibilities

1. Membership on the All College Council

On or before October 15, 1972, there shall be established an **All College Council** (hereinafter referred to as the Council) in order to insure substantial participation of faculty, students and administrators in the formulation of decisions affecting their professional

interests within the academic community of Worcester State College. The aforesaid All-College Council shall consist of six (6) faculty members, six (6) student representatives and six (6) administrators chosen as follows:

***Election of Faculty Representatives**

The six (6) faculty representatives shall consist of the President and Vice President of the Federation and four (4) faculty members to be chosen in a campus wide election to be held under the auspices of the Federation on or before October 10 of each academic year. Such election shall be held in a manner to insure that one (1) faculty representative is elected from each of the four (4) academic ranks of Instructor, Assistant Professor, Associate Professor, and Full Professor. Terms of offices of each such elected faculty representative shall be for (2) years commencing immediately upon election, except that in the first such election held on or before October 10, 1972, two (2) faculty representatives shall be elected for a two (2) year term and two (2) shall be elected for a one (1) year term. The term of office of the person serving as President and Vice President of the Federation

shall be for the duration of this Agreement. All faculty members in the unit described in Article IA of this Agreement shall be eligible to vote in such election and shall be eligible for membership on the Council except that faculty shall not serve simultaneously on the Council and on any Standing or Ad-hoc Committees of the Council, or on the **Faculty Grievance Committee.**

Election of Student Representatives

The six (6) student representatives to the Council shall consist of the President and the Vice President of the Student Senate and four (4) students to be chosen in a campus wide election to be held under the auspices of the Student Senate on or before October 10 of each academic year. Such election shall be held by the Student Senate in a manner to insure that the four (4) student representatives are elected from the freshman, sophomore, junior and senior classes, respectively. Terms of office shall be for two (2) years commencing

immediately upon election, except that in the first such election held on or before October 10, 1972, three (3) student representatives shall be elected for a two (2) year term—one (1) from the freshman and one (1) from the sophomore and one (1) from the junior classes; and one (1) shall be a senior elected for a one (1) year term. The term of office of the person serving as Student Senate President and Vice President shall be for the duration of this Agreement. All students at the College shall be eligible to vote in such election and shall be eligible for membership on the Council except that student members shall not serve simultaneously on the Council and on the Standing or Ad-hoc Committees of the Council.

***Administrative Representatives**

The six (6) administrative representatives to the Council shall be appointed by the President of the College from time to time at his discretion and shall serve such terms as the President may prescribe.

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Vacancies on the All-College Council

In the event any duly elected faculty or student representative to the Council shall be unable or unwilling to serve in that capacity, the President of the Federation or the Student Senate, as the case may be, shall appoint the person who received the next highest number of votes in such election, or in the event there shall be no such person, the Federation or the Student Senate, as the case may be, shall hold a special campus wide election in order to choose another faculty or student representative to complete the term of the retiring member. Such special election shall be held within thirty (30) days of notice by the Chairman of the Council that such vacancy exists.

Council Chairmanship

At the first meeting of the Council following its organization under this Article, a Chairman of the Council shall be elected by and from the membership thereof. The Chairman of the Council shall serve a term of one (1) academic year.

Council Meetings

The Council shall meet regularly, at least once per month, at a time and place con-

venient to its members in such a manner so as to permit it to diligently complete its work. The Council shall elect a secretary. The secretary shall maintain minutes, records and reports of the Committee. Copies of such minutes, records and reports shall be forwarded regularly to the President of the Federation, the President of the Student Senate and to the President of the College.

Establishment of Ad-hoc Committees of the All-College Council

Upon a majority vote of the Council, and with the concurrence of the President of the College, Ad-hoc Committees may be established from time to time to study special educational problems and needs of the College. Ad-hoc Committees shall not receive assignments falling within the purview of one or another of the Standing Committees. Such Ad-hoc Committees shall be responsible to the Council for the completion of its assignment; any recommendations of Ad-hoc Committees shall be transmitted in writing to the Council for subsequent submission to the President of the College.

2. Responsibilities of the All-College Council

The Council shall be the primary agency for coordinating and implementing the system of the tri-partite governance set forth in the provisions of this Agreement. Accordingly, the Council shall encourage the participation of all members of the College faculty and student body in the processes of decision making.

The Council shall (a) receive from its Standing or Ad-hoc Committees all reports and recommendations for review by the Council; and, within thirty (30) days of the receipt of any such reports or recommendations from any of its Committees, the Council shall, without exception, transmit such reports or recommendations to the Academic Dean and to the President of the College, together with any comment or recommendations of its own. Accordingly, all recommendations from the Committees of the Council shall be made to the Council through the appropriate administrative officer as set forth in this Agreement. The Council shall review all such recommendations and shall make every effort to resolve any conflicts and differences in Committee recommendations prior to transmitting such Committee recommendations to the Dean and

the President within the thirty (30) day period aforesaid; (b) prepare and develop by May 1, 1973, for use within each department, new procedures and forms, including any appropriate questionnaire, for obtaining student evaluation of both the teaching performance of faculty members and of the courses taught by faculty; (c) make any assignment to any of its Committees consistent with the duties of such Committee as set forth hereafter in this Agreement; (d) review and study education matters relating to the interests and objectives of the College and make proposals thereon to the President of the College; and (e) accept for study any matter submitted to it by the President of the College.

B. The President of the College—Role and Responsibilities

The President of the College shall serve as the chief executive officer of the College. He shall be responsible for leadership in all educational matters, and shall also exercise leadership in areas of appropriate public and community service and research. The President is accountable to the Board for the administration and management of the College under his jurisdiction and for the implementation of all Board policies; and he shall be

responsible for making any recommendations to the Board, without limitation, which he deems appropriate. He is expressly charged by the Board to be representative of the entire campus community acting as the principal agent of the Board on all matters affecting the operation, the development and the educational mission of the College.

Accordingly, all recommendations of the Council or any of its Standing Committees, or of any other Committee established under the terms of this Agreement, shall be transmitted to the President of the College for final review and approval. In the event that the President shall not approve a recommendation of the Council, he shall confer promptly with the Council in order to afford an opportunity for discussion. Should the President of the College make a final recommendation to the Board of Trustees which is contrary to an immediately prior recommendation of the Council, the President shall include for the information of the Board such prior recommendation of the Council.

C. The Committees of the All College Council Membership and Responsibilities

The following Committees shall be established as Standing Committees of the Council not later than November 1, 1972, as hereinafter provided:

1. Undergraduate Curriculum Committee
2. Graduate Education Committee
3. Admissions Committee
4. College Affairs Committee

1. Undergraduate Curriculum Committee Membership: (by election)

The **Undergraduate Curriculum Committee** shall be composed of members of the Departments as defined in the definition section of this Agreement. Each such Department shall choose one (1) faculty representative in an election to be held within each Department under the auspices of the Federation not later than November 15, 1972, and on the last Wednesday in September in each academic year thereafter during the term of this Agreement. The terms of office of each such representative shall be for one (1) year beginning immediately upon election; each such representative

shall be eligible for re-election to one (1) additional term. In the event such duly elected representative is unable or unwilling to serve, the President of the Federation shall appoint the person who received the next highest number of votes in such election or in the event there shall be no such person, the Federation shall hold a special departmental election in order to choose another faculty representative to complete the term of the retiring member. All faculty members in the Department shall be eligible to vote in such election. All faculty members who have completed two (2) years of service at the College shall be eligible for membership on the Undergraduate Curriculum Committee.

In addition to the faculty representatives elected as aforesaid, the Committee shall include eighteen (18) students who shall be chosen in a campus wide election to be held under the auspices of the Student Senate not later than November 15, 1972, and on the last Wednesday in September of each academic year thereafter during the term of this Agreement. The terms of office of each such representative shall be for one (1) year beginning immediately upon election. In the event such duly elected representative is unable or unwilling to serve, the President of the Student

Senate shall appoint the person who received the next highest number of votes in such election, or in the event there shall be no such person the Student Senate shall hold a special campus wide election in order to choose another student representative to complete the term of the retiring member. All students shall be eligible to vote in such election and shall be eligible for membership on the **Undergraduate Curriculum Committee.**

Moreover, five (5) administrative representatives shall also be appointed by the President of the College to serve on the **Undergraduate Curriculum Committee.**

Responsibilities:

The Undergraduate Curriculum Committee shall prepare and transmit from time to time reports and recommendations with respect to:

(a) the awarding of a new degree.

(b) the establishment of a new program

(c) the changing of course requirements within an already existing program of majors or minors

(d) the addition of new courses within a Department.

(e) the addition of an interdepartmental course.

(f) the deletion of existing courses.

(g) the changing of the number of semester hours granted for a course.

The **Committee on Undergraduate Curriculum** shall consult with any Department Chairman concerning a recommendation affecting the curriculum of the Chairman's Department; the Committee shall submit its recommendations to the Academic Dean, or such other administrative officer as may be designated by the President. The Dean or other designated administrator shall meet promptly with the Committee to review the meaning and intent of the recommendations. Within a reasonable time, the Dean, or other designated administrator, shall submit the recommendations of the Committee, along with his own comments or recommendations, to the Council for review.

2. **Graduate Education Committee Membership:** (4:4:2)

The **Graduate Education Committee** shall be composed of ten (10) members as follows: four (4) faculty representatives, four (4) graduate student representatives, and two (2) administrative represeatatives. The four (4) faculty and four (4) graduate student repre-

sentatives shall be chosen in elections to be held under the auspices of the Federation and the Academic Dean, or his designee, as the case may be, not later than November 15, 1972, and on the last Wednesday in September in each academic year thereafter during the term of this Agreement. It is the intent of the parties to this Agreement to insure a balanced representation of faculty by rank on the **Graduate Education Committee**; accordingly, the Federation shall make every effort in conducting the election for the **Graduate Education Committee** to provide for the representation of both Junior and Senior faculty on the Committee. The students shall be graduate students. The terms of office of faculty and graduate student representatives on the **Graduate Education Committee** shall be for one (1) year.

All faculty and all graduate students shall be eligible to vote in such election and shall be eligible for membership on the **Graduate Education Committee**, except that no faculty member shall serve simultaneously on the Council and on the **Graduate Education Committee.** In the event any such faculty or graduate student representative is unable or unwilling to serve, the President of the Federation or the Academic Dean, or his designee,

as the case may be, shall appoint the person who received the next highest number of votes in such election, or in the event that there shall be no such person, the Federation or the Academic Dean, or his designee, as the case may be, shall hold a special campus wide election in order to choose another faculty or student representative to complete the term of the retiring member. Such special election shall be held within thirty (30) days of notice by the Chairman of the Council to the President of the Federation or to the Academic Dean, as the case may be, that such vacancy exists on the **Graduate Education Committee.**

Moreover, two (2) administrative representatives shall be appointed by the President of the College to serve on the **Graduate Education Committee.**

Responsibilities:

The **Graduate Education Committee** shall prepare and transmit from time to time reports and recommendations with respect to:

(a) matriculated graduate degree students,

(b) admission requirements for those seeking matriculated graduate degree student status,

(c) requirements of existing graduate degree programs,

(d) recommendation of new graduate degree programs,

(e) the addition of new graduate degree courses,

(f) the deletion of existing graduate degree courses, and

(g) the changing of the number of semester hours granted for a graduate degree course.

The **Committee on Graduate Education** shall submit its recommendations to the Academic Dean, or such other administrative officer as may be designated by the President. The Dean or other designated administrator shall meet promptly with the Committee to review the meaning and intent of the recommendations. Within a reasonable time, the Dean or other designated administrator shall submit the recommendations of the Committee along with his own comments or recommendations, to the Council for review.

3. **Admissions Committee Membership:** (4:4:2)

The **Admissions Committee** shall be composed of ten (10) members as follows: four (4) faculty representatives, four (4) student representatives, and two (2) administrative

representatives. The four (4) faculty and four (4) student representatives shall be chosen in elections to be held under the auspices of the Federation and the Student Senate, as the case may be, not later than November 15, 1972, and on the last Wednesday in September in each academic year thereafter during the term of this Agreement. It is the intent of the parties to this Agreement to insure a balanced representation of faculty by rank and students by class on the **Admissions Committee**; accordingly, the Federation shall make every effort in conducting the election for the **Admissions Committee** to provide for representation of both Junior and Senior faculty on the Committee. Similarly, the Student Senate shall make every effort in conducting the election for the **Admissions Committee** to provide for a balanced representation from the freshman, sophomore, junior and senior classes, respectively. The terms of office of faculty and student representatives on the **Admissions Committee** shall be for one (1) year.

All faculty and all students shall be eligible to vote in such election and shall be eligible for membership on the **Admissions Committee**, except that no faculty member or student shall serve simultaneously on the Council and

on the **Admissions Committee.** In the event any such faculty or student representative is unable or unwilling to serve, the President of the Federation or the President of the Student Senate as the case may be, shall appoint the person who received the next highest number of votes in such election, or in the event that there shall be no such person, the Federation or the Student Senate, as the case may be, shall hold a special campus wide election in order to choose another faculty or student representative to complete the term of the retiring member. Such special election shall be held within thirty (30) days of notice by the Chairman of the Council to the President of the Federation or of the Student Senate, as the case may be, that such vacancy exists on the **Admissions Committee.**

Moreover, two (2) administrative representatives shall be appointed by the President of the College to serve on the **Admissions Committee.**

Responsibilities:

The **Admissions Committee** shall review practices and procedures governing admissions and prepare recommendations for the improvement of such practices and procedures. Following the preparation of such rec-

ommendations, the Committee shall submit them, together with all supporting documentation, to the Director of Admissions, or such other administrative officer as may be designated by the President. The Director of Admissions, or other designated administrator shall meet promptly with the Committee to review the meaning and intent of the recommendations. Within a reasonable time, the Director of Admissions, or other designated administrator shall submit the recommendations of the Committee, along with his own comments or recommendations, to the Council for review.

4. **College Affairs Committee Membership: (6:6:3)**

The **College Affairs Committee** shall be composed of fifteen (15) members as follows: six (6) faculty representatives, six (6) student representatives, and three (3) administrative representatives. The six (6) faculty and six (6) student representatives shall be chosen in elections to be held under the auspices of the Federation and the Student Senate, as the case may be, not later than November 15, 1972, and on the last Wednesday in September in each academic year thereafter during the term of this Agreement. It

is the intent of the parties to this Agreement to insure a balanced representation of faculty by rank and students by class on the **College Affairs Committee**; accordingly, the Federation shall make every effort in conducting the election for the **College Affairs Committee** to provide for the representation of both Junior and Senior faculty on the Committee. Similarly, the Student Senate shall make every effort in conducting the election for the College Affairs Committee to provide for a balanced representation from the freshman, sophomore, junior and senior classes, respectively. The terms of office of faculty and student representatives on the **College Affairs Committee** shall be for the duration of this Agreement.

All faculty and all students shall be eligible to vote in such election and shall be eligible for membership on the **College Affairs Committee,** except that no faculty member or student shall serve simultaneously on the Council and on the **College Affairs Committee.** In the event any such faculty or student representative is unable or unwilling to serve, the President of the Federation or the President of the Student Senate, as the case may be, shall appoint the person who received the next highest number of votes in such election, or in the

event that there shall be no such person, the Federation or the Student Senate, as the case may be, shall hold a special campus wide election in order to choose another faculty or student representative to complete the term of the retiring member. Such special election shall be held within thirty (30) days of notice by the Chairman of the Council to the President of the Federation or of the Student Senate, as the case may be, that such vacancy exists on the **College Affairs Committee.**

Moreover, three (3) administrative representatives shall be appointed by the President of the College to serve on the College Affairs Committee.

Responsibilities:

The **College Affairs Committee** shall be responsible for three (3) general areas as follows: (a) the college calendar, (b) budget consultation and (c) student life.

(a) **College Calendar—**

Not later than April 15 of each academic year, the **College Affairs Committee** shall prepare a proposed college calendar setting forth the events and affairs of the next academic year and including, among others, a program for orientation week, a program for special

educational events, and a program of cultural affairs. By April 15, the Committee shall submit its proposed calendar for the next academic year to the Dean, or such other administrative officer as may be designated by the President, who shall meet promptly with the Committee to review the proposed college calendar. Within a reasonable time, the Dean, or other designated administrator, shall submit the recommendations of the Committee, along with his own comments or recommendations, to the Council for review.

(b) **Budget Consultation—**

The **College Affairs Committee** shall have an opportunity to consult with the President of the College or his designee, from time to time, with respect to the development of the college budget as it progresses from the administration of the College to the Board of Trustees to the Executive and finally to the Legislation branches of the State Government. The purpose of such consultation shall be to permit both faculty and students to be informed abount budget development on the campus.

(c) **Student Life—**

The **College Affairs Committee** shall study and prepare recommendations, from time to

time, on matters relating to student affairs, but not limited to, advising, guidance, housing, health, morale, financial aid, and job placement.

Following the preparation of any such recommendations, the **College Affairs Committee** shall submit them to the Dean of Students, or such other administrative officer as may be designated by the President. The Dean of Students, or such other administrator, shall meet promptly with the Committee to review the meaning and intent of the recommendations. Within a reasonable time, the Dean of Students, or other designated administrator, shall submit the recommendations of the Committee, along with his own comments or recommendations, to the Council for review.

D. Committee Meetings

Each of the foregoing Committees established in accordance with the provisions of this Article, and performing the functions outlined in Article VII shall meet regularly, at least once a month, and at a time and place convenient to its members and in such a manner so as to permit it to diligently complete the work of the Committee. Each appointed or elected member of the All College Council and any of its Committees shall have one (1) vote.

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Each Committee shall elect a Chairman and a secretary. The secretary shall maintain minutes, records and reports of the Committee. Copies of such minutes, records and reports shall be forwarded regularly to the President of the Federation, the President of the Student Senate and the President of the College.

E. Notice of Appointments

Notice of Appointments and certification of election results shall be sent by the President of the Faculty Federation and the President of the Student Senate, as the case may be, to the secretary of the Council and to the President of the College.

F. Eligibility

No student may be appointed or elected to or continue to serve on the Council or any Committee thereof who is not certified to be in good standing by the Academic Dean.

G. Student Participation in Decision Making

a. **Acceptance**

The parties hereto expressly agree that the process of student participation as provided in Article VII of this Agreement shall be

subject to acceptance of the terms of Article VII to be evidenced by a vote of the student body which shall be determined by a referendum to be conducted by the Student Senate at the College on or before October 1, 1972. Each student shall be eligible to vote. A majority of those voting shall be required for acceptance. Acceptance by such vote shall be for the term of this Agreement. The referendum question shall be as follows:

"Shall the students of Worcester State College participate in the governance of the College as set forth in the contract executed between the Worcester State College Faculty Federation, Local 2070, AFT, AFL-CIO and the Trustees?"

Yes ..... No .....

A majority of the votes cast shall determine acceptance or rejection.

(Acceptance or rejection shall in no way effect the status or entitlement of students to participate in other duly authorized student or campus organizations.).

b. **Effectiveness**

Acceptance of this proposal by the students of Worcester State College in accordance with

the provisions of this Article VII shall be a condition precedent to the effectiveness of all of the terms of this Article which involve student participation. Such non-acceptance shall make the terms of Article VII as they pertain to the participation of students in decision making, null and void, but shall in no way otherwise impair any other term of this Agreement.

H. Compliance with Board Time Schedules

The parties agree that any assignment, report, recommendation, or other action of any committee provided for in this Agreement shall be completed in compliance with the time schedules as may be established from time to time by the Board.

Written notice of such time schedules shall be provided by the President of the College to the Chairman of the Council, the President of the Federation, and the President of the Student Senate. Notice to the Council shall be deemed to be notice to all other committees established in this Agreement. In the event that any committee, having received such written notice, shall not have so completed its work, the President, or the Board, as the case may be, may in their discretion make such

recommendations, or take such action as they deem to be required and the making of such recommendations or the taking of such action shall not be in violation of the procedures set forth in this Agreement.

ARTICLE VIII

THE PROCESS OF FACULTY EVALUATION

In order to effectively implement the procedures for faculty evaluation contained in this Article, a **Faculty Evaluation Committee**, shall be established not later than November 15, 1972. The **Faculty Evaluation Committee** shall be composed of nine (9) faculty members who shall be chosen in a campus wide election to be held under the auspices of the Federation not later than November 15, 1972. Two (2) shall be Instructors, two (2) shall be Assistant Professors, two (2) shall be Associate Professors, and two (2) shall be Full Professors and one (1) faculty member at large. The President of the Federation shall promptly provide written notice of the results of such election to the President of the College. Each of the nine (9) faculty members on the **Faculty Evaluation Committee** shall serve for the duration of this Agreement. In

the event any such representative is unable or unwilling to serve, another faculty member at the same rank as the retiring member shall be elected to complete the term of the retiring member. Only faculty members who have served at the College for two (2) academic years shall be eligible to be elected to the **Faculty Evaluation Committee.** All faculty members shall be eligible, however, to vote in the election of faculty members.

* * * *

The process and procedures for faculty evaluation involving faculty, students, Department Chairmen, department members, and administrators at the College shall be as follows:

A. The Role of the Departmental Evaluation Committee

The Departmental Evaluation Committee, as established in Article VI B., shall evaluate every faculty member within the Department at least annually on the basis of the following criteria: (a) classroom effectiveness, (b) professional activities including positions of leadership, (c) research and publications, (d) contribution to the College community, (e) advanced study and (f) leadership in com-

munity affairs. In performing its evaluations, the Committee shall obtain and use student evaluation of faculty teaching performance (i.e. classroom effectiveness). **The Departmental Evaluation Committee** shall take such student evaluation into consideration in performing its own evaluation. **The Departmental Evaluation Committee** shall perform evaluations only, and shall not make specific recommendations with respect to the reappointment, non-renewal, promotion, leave application or tenuring of any faculty member.

Moreover, any member of the faculty, upon a request in writing to the Committee, may examine materials used by the Committee pertaining to his evaluation, and shall be allowed to submit to the Committee any additional written information relating to his evaluation; he shall also be entitled upon written request, to a conference with the **Departmental Evaluation Committee** to hear and discuss the Committee's final evaluation prior to the transmittal of such evaluation to the Department Chairman.

After completion of its work, the **Department Evaluation Committee** shall submit its evaluation directly to the Department Chairman.

B. The Role of the Department Chairman

Each Department Chairman (including, for these purposes, the Director of the Learning Resource Center) shall be responsible for preparing not less than annually, a written evaluation of the strengths and weaknesses of all faculty members both tenured and non-tenured, within his Department. Such evaluation shall be made on the basis of the following criteria: (a) classroom effectiveness, (b) professional activities including positions of leadership, (c) research and publications, (d) contribution to the College Community, (e) advanced study and (f) leadership in community affairs. In the case of College Librarians, "classroom effectiveness" shall mean "professional effectiveness." In performing his evaluation, the Department Chairman shall take into consideration the evaluations submitted to him by the **Departmental Evaluation Committee.** Moreover, each faculty member shall annually prepare and submit to his Department Chairman and to the **Departmental Evaluation Committee** the College's approved Professional Data Form summarizing the faculty member's professional accomplishments relating to the above criteria.

The Department Chairman (except the Director of the Learning Resource Center) shall also be responsible for obtaining each semester student evaluations of both the teaching performance of faculty members and of the courses taught within his Department. The Department Chairman shall obtain, collect, and use such student evaluations on such forms and by such procedures as he shall determine, after consultation with the **Departmental Evaluation Committee**, during the interim period until the Council is able to develop and approve new college forms and procedures for obtaining student evaluation. The parties further agree that the new forms and procedures developed by the Council for obtaining student evaluation shall be immediately put to use within each Department for a period of two (2) semesters in order to test the effectiveness of such forms and procedures. At the end of these two (2) semesters, the Council shall review the forms and procedures used for student evaluation as to their effectiveness during the prior two (2) semesters, and shall prepare recommendations with respect to the further implementation of such forms and procedures.

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The Department Chairman shall take into consideration all evaluations of the **Departmental Evaluation Committee**, the professional data forms, and student evaluation, in the preparation of his own recommendations concerning faculty members within his Department.

Any faculty member, upon a request in writing to the Department Chairman, may examine materials used by him in his evaluation, and shall be allowed to submit to the Department Chairman any additional written information relating to his evaluation; he shall also be entitled to a conference with the Department Chairman to hear and discuss the Chairman's final evaluation and recommendation prior to its submittal to the **Faculty Evaluation Committee.**

Following such evaluation, the Department Chairman shall transmit in writing to the **Faculty Evaluation Committee** (a) a copy of all evaluations submitted by the Departmental Evaluation Committee, (b) a copy of his own written evaluation of each faculty member, (c) all materials used by the Department Chairman in his evaluation, and (d) his own recommendation, based on such evaluations, concerning the reappointment in rank, the non-reappointment, promotion to a higher

rank, sabbatical leave, dismissal from service at the College, or the tenuring of any faculty member.

The Chairman shall consult, when appropriate, with tenured and non-tenured members of the Department with respect to any recommendations he may have for the improvement of the faculty member's classroom effectiveness.

C. The Role of the Faculty Evaluation Committee

The **Faculty Evaluation Committee** composed of nine (9) faculty members as aforesaid, shall review the evaluation reports and the specific recommendations of the Department Chairman, and the evaluation of the **Departmental Evaluation Committee.** If the **Faculty Evaluation Committee** disapproves the recommendation of any Department Chairman, it shall meet with such Chairman in conference to discuss the reasons therefor. Within a reasonable time thereafter, the **Faculty Evaluation Committee** shall prepare in writing its own recommendation concerning the reappointment, the non-retention, promotion to a higher rank, sabbatical leave, or dismissal from service at the College, of faculty members evaluated and recommended by the Department Chairman.

The **Faculty Evaluation Committee** shall also review any actions recommended by the Department Chairman with respect to the improvement of the teaching performance of any tenured or non-tenured faculty member.

In order to meet the time schedules established by the Board of Trustees, the **Faculty Evaluation Committee** shall forthwith transmit such recommendations of its own, to the Academic Dean, together with (a) all written evaluations of the **Departmental Evaluation Committee**, (b) all written evaluations and recommendations of the Department Chairman, and (c) all materials used by the Department Chairman in his evaluation.

The recommendation of the **Faculty Evaluation Committee** concerning tenure, however, shall be transmitted by it to a **Special Committee on Tenure** consisting of the President of the College, the Department Chairman of the candidate for tenure, the Academic Dean, a tenured member of the Department of the candidate for tenure and a tenured member of another Department. These latter two (2) tenured members shall be appointed to the **Special Committee on Tenure** as follows: the tenured member of the Department shall be chosen by the President of the College; the tenured member of another Department shall

be chosen by the candidate for tenure from among the Associate or Full Professor ranks. The **Special Committee on Tenure** shall meet promptly at the call of the President of the College and shall transmit its own recommendations concerning tenure, together with the recommendation of the Chairman and Chairman's evaluation, directly to the Dean.

The **Faculty Evaluation Committee** shall also send to the Council, for information purposes only, a copy of all recommendations transmitted to the Dean.

D. The Role of the Academic Dean

The Academic Dean shall receive the written evaluation of the **Departmental Evaluation Committee**, the evaluation and recommendations of the Department Chairman, all materials used by the Department Chairman in his evaluations, the recommendations of the **Faculty Evaluation Committee** and the recommendations of the **Special Committee on Tenure**. He shall also be responsible for maintaining the Professional Data Form on each faculty member, a copy of which shall be available to the appropriate Department Chairman and to the faculty member.

In the event the Dean shall disagree with any recommendation of the **Faculty Evalua-**

tion Committee, he shall promptly confer with the Committee. The Academic Dean shall forthwith add any recommendations of his own to those received by him, and within a reasonable time forward all such recommendations and evaluations to the President of the College.

E. The Role of the President of the College

The President of the College shall review all evaluation reports and recommendations submitted to him by the Dean.

The President shall, at his discretion, transmit to the Board of Trustees any recommendations concerning the initial appointment, reappointment, non-reappointment, promotion to a higher rank, tenuring, sabbatical leave, separation from service at the College, or any other specific personnel action affecting any faculty member.

If, after conferring with the Personnel Committee of the Board of Trustees, the President shall decide to submit a final recommendation to the full Board which is contrary to the recommendations of the **Faculty Evaluation Committee**, the President shall (a) duly note in his recommendation to the Board the fact that it is contrary to such prior recommendation and the reasons therefor, (b) notify the

Faculty Evaluation Committee and the faculty member of his decision to transmit such contrary recommendation and (c) provide the **Faculty Evaluation Committee** and the faculty member with a statement of his final recommendation to the Board.

F. Criteria for Appointment, Promotion and Tenure

In evaluating and or recommending faculty for reappointment, promotion, retention, dismissal from the College, or tenure, the **Departmental Evaluation Committee**, the Department Chairman, the **Special Committee on Tenure**, the Academic Dean, the **Faculty Evaluation Committee**, the President, and others shall at all times apply those policies of the Board on Appointment, Promotion and Tenure which are expressly incorporated in Article XIII of this Agreement.

G. Compliance with Board Time Schedules

The parties agree that any action of any Committee or individual faculty member or Department Chairman provided for in this Article with respect to faculty evaluation shall be completed in compliance with the time schedules as may be established from time to time by the Board.

Written notice of such time schedules shall be provided by the President of the College to the Chairman of the Council, and the President of the Federation. Notice to the Council shall be deemed to be notice to all other Committees established in this Agreement. In the event that any Committee, following notice to the Council and the President of the Federation, shall not have so completed its work in accordance with the Board's time schedules, the President or the Board, as the case may be, may, in his discretion, make such recommendations, or take such action as they deemed to be required, and the making of such recommendations or the taking of such action shall not be in violation of the procedures set forth in this Article.

ARTICLE IX

FACULTY GRIEVANCES

In order to implement the processes for the informal and prompt settlement of faculty grievances which are contained and set forth in this Article, a **Committee on Faculty Grievances** shall be established not later than November 15, 1972. This **Committee on Faculty Grievances** shall be composed of five (5) faculty members appointed by the President of

the Federation upon vote of the Executive Board thereof. The term of office of each such faculty representative shall be for the duration of this Agreement.

The Faculty Grievance Process:

A. Intent

The Board and Federation agree that they will use their best efforts to encourage the informal and prompt settlement of grievances which may arise between a member of the faculty or the Federation and the Board. The processes hereinafter set forth may be used for the resolution of grievances, it being expressly understood and agreed, however, that these grievance procedures shall in no way impair or limit the right of a member of the faculty, or the parties hereto, to use any other remedy or proceeding established and existing under the Laws of the Commonwealth.

B. Definition

A grievance is a complaint by a member, or members of the faculty or the Federation, upon the majority vote of a duly constituted meeting of the Executive Council thereof brought during the term of this Agreement, that an express provision of this Agreement, or of any of the written policies of the Board

which are expressly incorporated by reference in Article XIII of this Agreement, has been violated in its application to him or the Federation, as the case may be.

C. Procedures for the Filing of a Grievance

Any aggrieved member or members of the faculty or the Federation may file a grievance in accordance with the following procedures:

STEP 1: The Committee on Faculty Grievances

The grievant shall set forth in writing fully and completely the complaint, and the remedy requested, and shall file the same with the **Committee on Faculty Grievances.** In addition, any and all supporting documents and materials shall be filed in written form at the time of the filing of the complaint. The complaint shall be signed by the member or members of the faculty or the Federation. No complaint shall be filed more than fourteen (14) calendar days from the day of the event upon which the grievance is based or from the date when the faculty member or the Federation had or should have had knowledge of the event.

The Committee shall promptly consider the complaint and shall within ten (10) calendar days of the filing thereof determine:

1. Whether it has been filed in accordance with the provisions hereof; and
2. Whether the complaint as filed constitutes a grievance as defined therein.

The Committee shall promptly set forth its decision in writing, including whatever reasons therefor within said period, and may set forth in writing any recommendations with respect to the grievance it deems appropriate. It shall thereupon promptly provide copies thereof to the grievant, and to the Academic Dean.

STEP 2: The Academic Dean

Upon receipt of the decision of the Committee, the grievant may, within ten (10) calendar days file with the Academic Dean a written request for a conference, together with a copy of the complaint and all other materials filed by the grievant with the **Committee on Faculty Grievances** and a copy of the decision of the Committee.

The Academic Dean and the grievant shall thereupon meet and discuss the complaint of

the grievant as presented. If the grievance is not resolved within seven (7) calendar days of such filing with the Academic Dean to the satisfaction of the grievant, the grievant may proceed to Step 3.

STEP 3: The President of the College

Within the seven (7) day time limit, the grievant may file with the President of the College a written request for a conference together with a copy of the complaint and all other material filed by the grievant with the Academic Dean, and a copy of any written response or decision by the Academic Dean, and the **Committee on Faculty Grievances.**

Within seven (7) calendar days of the receipt of such filing by the grievant, the President, or his designee, shall confer with the grievant. The President shall within fourteen (14) calendar days of the receipt of the grievance render a written decision to the grievant setting forth his findings and the reasons therefor, and shall provide a copy of such decision to the grievant, and to the President of the Federation and to the **Committee on Faculty Grievances.**

STEP 4: The Board of Trustees

The grievant may within seven (7) days after the receipt of the decision and finding of the President, or upon the failure of the President to act within the time specified, file with the Board only a grievance arising out of or relating to:

1. A failure to comply with any of the following: a) the procedures set forth in this Agreement except as hereinafter provided; b) the provisions of Article V; c) the written policies of the Board which are expressly incorporated by reference in Article XIII of this Agreement, except those relating to appointment, promotion and tenure; d) the procedural due process provisions expressly set forth in the Board's policy on Appointment, Promotion and Tenure incorporated by reference in Article XIII of this Agreement, provided, however, that grievances relating to reappointment, promotion or tenure which are concerned with matters of academic judgment may not be processed by the grievant beyond Step 3; or

2. A failure of the President of the College to have recommended the granting of

tenure to a faculty member who has met all of the written requirements for tenure as set forth in the Board's policy on Appointment, Promotion and Tenure incorporated by reference in Article XIII of this Agreement, and who has been duly recommended for tenure both by the **Faculty Evaluation Committee** and by the **Special Committee on Tenure** as established in Article VIII.

Such grievance shall be filed with the Director of the Division of State Colleges as agent of the Board, and with the President of the College in the form and in accordance with the procedures set forth in Step 2. In addition, the grievant shall file a copy of the decision and findings of the President of the College.

No other grievance may be filed with the Board.

The Board shall consider such a grievance and shall within sixty (60) days of the receipt thereof as provided aforesaid render its decision. Written notice of its decision shall be provided to the grievant, the Federation, the **Committee on Faculty Grievances** and the President of the College. Nothing herein contained shall be deemed to require a hearing

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before the Board, except as expressly provided in the Board's policy on Appointment, Promotion and Tenure incorporated by reference in Article XIII.

Appointment of a Federation Representative

Any member of the faculty may request that the Federation represent him at any step of the grievance. The Federation shall notify the **Committee on Faculty Grievances,** the Dean of the College, the President of the College and the Director of the Division of State Colleges, as the case may be, of the name and address of such Federation representative at the time he is so authorized to represent the grievant.

Compliance with Procedures

No grievance may be filed except in the form and in accordance with the procedures set forth as aforesaid.

D. Waiver, Admission and Termination:

1. **Waiver.**

Failure to comply with any provisions of the aforesaid grievance procedures shall be deemed to be a waiver of the grievance under the terms of this Agreement. The limit speci-

fied in the grievance procedure may, however, be extended in any specific instance by mutual written agreement of the parties.

2. **Admission**

The acceptance of a grievance by the Dean of the College, the President of the College, the Board of Trustees, or their agent, shall not be deemed to be an admission by the Board that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this Agreement, or is cognizable or justicable according to any applicable provisions of the laws of the Commonwealth.

3. **Termination**

If any party to this Agreement or any member of the faculty shall initiate any proceeding relating to a grievance in any administrative or judicial forum while a proceeding relating to such grievance is pending under any provision of sub-section (C) of this Article, such sub-section (C) proceeding shall terminate as of the date of the initiation of any other administrative or judicial proceeding and the grievance procedures aforesaid shall be inapplicable to such grievance.

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ARTICLE X

FACULTY WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS

Members of the teaching staff of the College shall not be required to teach an excessive number of semester hours of teaching, assume an excessive student load, or be assigned an unreasonable schedule, it being recognized by the parties that the teaching staff has the obligation among others to be available to students, to assume committee assignments, and to engage in reasearch and/or community service. For purposes of this Agreement twelve (12) credit hours of instruction per semester shall be considered the normal average faculty workload in academic subject areas; efforts shall be made to assign faculty workloads on this basis provided it is feasible or possible to do so in the judgment of the President or his designee; similarly, the normal average class size shall be considered thirty (30) students per section; efforts shall be made to schedule class size on this basis provided it is, in the judgment of the President or his designee, possible or feasible to do so. Moreover, efforts shall be made to establish teaching schedules, so that the time between the beginning of the first teaching pe-

riod and the end of the last for any one day does not exceed eight (8) hours. In addition, where special equipment is required for classes, efforts shall be made, where possible, to limit the number of students to the amount of this special equipment available.

The determination of faculty workloads, including the assignment of specific courses and schedules shall be made by the Chairman of each Academic Department respectively, in consultation with the members of his Department, and approved by the Academic Dean.

The President of the College may, at his discretion, reduce the teaching workload of the President of the Federation in order to permit the Federation President to fulfill his responsibilities in implementing this Agreement. Similarly, the President of the College may, at his discretion, reduce the teaching workload of any Department Chairman in order to permit the Chairman to more properly fulfill his responsibilities.

In determining faculty workloads and in making assignments the Chairman shall consider such criteria as:

(a) **The Qualifications and Preferences of the Faculty.**

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(b) **The Character of the Course** as to whether it is being offered for the first time or with extensive revision, and the number of times the faculty member has taught it in the past.

(c) **Semester Hours of Instruction** as to whether they are lectures, recitations or laboratories which require a great deal of preparation.

(d) **Number of Students** as to whether the time required by the course is directly related to the number of students (e.g. if term papers are required, the number of students is directly related).

(e) **The Number of Preparations.** Where possible, the number of preparations of an individual faculty member should not exceed two.

(f) **Special Courses and Projects.** Joint Courses taught by two or more faculty members or special problem courses for individual students must be related to overall teaching load.

(g) **Other Duties.** Due consideration will be given to equivalent non-teaching duties including Department Chairmanship, or in-service work with groups in the State.

(h) **Seniority.** The length of service of the individual faculty member within the State Colleges or any other regionally accredited institution of higher education shall be a factor for consideration in the assignment of courses and schedules.

ARTICLE XI

NO STRIKE PLEDGE

The Board agrees that it will not lock out any or all of its employees for any cause during the term of this Agreement, and the Federation and its agents agree that they will not engage in, induce, or encourage any strike, work stoppage, slow down or withholding of services by the faculty.

Nothing contained in this Article shall be deemed to waive, impair or restrict the right of the Board to seek or pursue any remedy at law or equity provided by the Laws of the Commonwealth.

ARTICLE XII

STATUTORY RESPONSIBILITIES OF THE BOARD

All management rights and functions, except those which are clearly and expressly

abridged by this Agreement, shall remain vested exclusively in the Board. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Board under the laws of the Commonwealth.

ARTICLE XIII

THE POLICY MAKING AUTHORITY OF THE BOARD OF TRUSTEES

The parties hereto expressly agree that the following enumerated Board policies are incorporated into this Agreement, for the purpose of this Agreement, and that these enumerated policies, and these policies only, shall not be altered or amended by the Board, as they apply to Worcester State College, during the term of this Agreement without the express consent in writing of the Federation.

The policies enumerated below are attached to the Agreement as Appendix B and made a part hereof:

1. The Board's policy on Appointment, Promotion and Tenure, as amended and revised to and including September 15, 1972.
2. The Board's policy on Non-discrimination.

3. The Board's policy on Academic Work Year.

4. The Board's policy on Academic Freedom and Responsibilities as set forth in Article V of this Agreement.

ARTICLE XIV

DURATION AND EXTENT

A. Duration

This Agreement shall be effective for the period from September 28, 1972 to September 28, 1974.

The parties agree to commence negotiations for a renewal Agreement no later than ninety (90) days prior to the termination date set forth above.

B. Extent

The Board and the Federation acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right

and opportunity are set forth in this Agreement, and shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, the Board and the Federation for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XV

SAVING CLAUSE

If any of the provisions of this Agreement shall in any manner conflict with or contravene any Federal Law or Statute, Law or Statute of the Commonwealth of Massachusetts or the rules and regulations promulgated pursuant thereto, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect.

This Agreement executed this Twenty-Eighth day of September, Nineteen Hundred and Seventy-Two.

Board of Trustees of State Colleges

John M. Cataldo, Trustee

Worcester State College Faculty Federation, AFT Local 2070, AFL-CIO

William A. Belanger, President

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APPENDIX A

PAYROLL DUES DEDUCTION AUTHORIZATION

To the Board of Trustees of State Colleges

I hereby authorize and direct the Board of Trustees of State Colleges through its officer, agents and employees, to deduct from the portion of my salary due me each month the amount as certified by the WORCESTER STATE COLLEGE FACULTY FEDERATION LOCAL 2070, as the current rate of dues. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay the sum so deducted to the Treasurer of the WORCESTER STATE COLLEGE FACULTY FEDERATION LOCAL 2070, WORCESTER STATE COLLEGE, WORCESTER, MASSACHUSETTS.

In consideration of the above described service rendered by the Board of Trustees of State Colleges, its members, officers, agents and employees, the undersigned hereby releases and discharges the Board of Trustees of State Colleges, its members, agents and

employees of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me upon sixty (60) days written notice, to the WORCESTER STATE COLLEGE FACULTY FEDERATION LOCAL 2070, and the Board of Trustees of State Colleges, and the revocation will become effective upon the sixtieth day, or upon termination of my employment. It is understood this service shall be limited to deduction to one employee organization for any individual employee, and that no partial deduction will be made.

Employee Signature

Date of Notice:

Social Security Number

Position Title

$

Annual Salary

Last Name First Middle (print)

Address

APPENDIX B

PREAMBLE TO POLICY ON APPOINTMENT, PROMOTION AND TENURE

In adopting and promulgating the attached policy on appointment, promotion and tenure, the Board of Trustees recognizes that this document is a major, if somewhat, imperfect step forward in determining personnel policy for faculty members in the State Colleges. As changing conditions for further clarification require, amendments and further annexes will be provided.

Definition relating to this policy:

"Teaching faculty member" shall mean any member of the professional staff of the state colleges of the rank of instructor, assistant professor, associate professor, professor or visiting professor whose duties involve the instruction of students in classes, laboratories, seminars or other instructional situations.

"Termination" shall mean the permanent severance of an existing employment relationship initiated by the college or the Board of Trustees.

"**Tenure**" shall mean the right of the teaching faculty of the state colleges to be removed only upon just cause, to a hearing upon dismissal and to such review as is provided in this policy.

Furthermore, it is the policy of the Board of Trustees of State Colleges not to approve a salary for any faculty member or professional administrator beyond the maximum salary range for the position as approved by the Board of Trustees.

Moreover, the attached policy is also based on the express understanding that

A. Contracts for non-tenured faculty are term agreements subject to renewal by the Board of Trustees upon recommendation of the President, who makes his recommendation after the completion of the established evaluation procedures.

B. The serious decision of granting tenure, demands that the President, before making recommendations to the Board of Trustees, have substantial evidence determined through professional evaluation that the candidate will be a constructive and significant contributor to the continuous development of high quality education in the institution.

5/15/67

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POLICY ON APPOINTMENT, PROMOTION AND TENURE

(Adopted by the Board of Trustees on May 15, 1967, and as amended to the date of this Agreement)

APPOINTMENT

I. Minimum Requirements for Teaching, Faculty Appointment and Promotion

Teaching faculty members may be appointed initially at any rank in keeping with minimum requirements. These requirements apply to faculty members in the nine state colleges and to persons in the academic departments of the Massachusetts College of Art and the Massachusetts Maritime Academy.* Exceptions to these requirements may be made in certain specialized areas and under other special circumstances with the approval of the Board of Trustees. Nothing in these requirements should be construed to prohibit the appointment or promotion of an

* Faculty members instructing in technical areas at Massachusetts College of Art will be subject to different requirements as set forth in the Board of Trustees' policy adopted October 9, 1969.

individual of exceptional talent or accomplishment who does not meet all the stated criteria. In reviewing such recommendations for exceptional appointments, or promotions, the Board of Trustees shall give due consideration in the alternative to: (a) evidence of the ability of the candidate to render a unique academic contribution to the college, or (b) evidence of a candidate's extraordinary competence in the area of his discipline or speciality, or (c) evidence that the discipline or speciality of the candidate does not customarily demand fulfillment of those academic degree requirements set forth by the Board as minimum criteria for appointment or promotion to each rank.

A. **Instructor**—A master's degree from an accredited institution in the academic or professional discipline to be taught. (Two years of appropriate professional experience required of persons teaching courses in professional areas.)

B. **Assistant Professor**—

a. A master's degree from an accredited institution in the academic or professional discipline to be taught plus thirty additional graduate credits acceptable to the college

b. Three years experience in teaching (two years if person possesses doctorate).

C. **Associate Professor**—

a. A doctor's degree from an institution accredited at the doctoral level and in the academic or professional discipline to be taught.

b. Six years' experience of which at least three must have been in higher education.

D. **Professor**—

a. A doctor's degree from an institution accredited at the doctoral level and in the academic or professional discipline to be taught.

b. Eight years experience of which at least five must have been in higher education.

E. **Academic Dean**—Same as Professor

II. Appointment Procedures and Terms

1. Instructors will ordinarily be appointed to successive one-year terms with proper notice being given in the case of termination (see Section III). No one will

remain in the rank of instructor more than five years. Prior to the beginning of his fifth year, an instructor will be given written notice that:

a. he is to be promoted to the rank of assistant professor at the beginning of the next year, or

b. he is beginning a terminal one-year appointment.

In short, an instructor is "up or out" at the end of five years.

2. Persons initially appointed above the rank of instructor may be given initial appointments, without tenure, of one, two or three years. Such contracts may be renewed for one, two or three years. Those initially appointed as assistant professors may not be employed beyond six consecutive years without gaining tenure.

3. Persons initially appointed at the rank of associate or full professor may be appointed for an initial one, two or three year term without tenure, or may be appointed initially with tenure. No person initially so employed may serve more than three years without gaining tenure.

4. Persons appointed as Visiting Professors shall be employed for a specified period of time and shall not attain tenure.

5. Precise conditions of employment shall be stated in writing with a copy to be provided to the appointee.

III. Termination

Due notice of intention to terminate non-tenure appointments must be given.

a. Termination after first-year—notification by March 1 of first year.

b. Termination after second year—notification by December 15 of second year.

c. Termination after 3 or more years—notification by September 1 of final year.

IV. Promotion

1. Promotion shall be based on:

   a. Minimum requirements. (See Section I above)

   b. Annual evaluation of all faculty members.

   c. Recommendations by local joint faculty and administrative processes.

2. Promotions shall normally take effect at the beginning of an academic semester or term.

V. Faculty Evaluation

A. There will be an annual evaluation made of each faculty member with a written record kept of the substance of the evaluation. The evaluation will be made by a committee which shall include: the Chairman of the individual's department, Academic Dean and/or President and one other tenured member of the faculty. Each college has the option of establishing some other evaluation system acceptable to the Trustees.

B. In general, faculty members will be evaluated on the following bases:

1. Classroom effectiveness.
2. Professional activities including positions of leadership
3. Research and publication.
4. Contribution to the college community.
5. Advanced study.
6. Leadership in community affairs.

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C. Annual faculty evaluations will serve as the basis for promotion, merit pay and tenure consideration.

TENURE

The granting of tenure to a faculty member is the single most important type of decision made in an educational institution. Barring unforeseen circumstances, tenure obligates the institution to the employment of the faculty person for the balance of his professional life. It not only makes a major financial commitment to the individual until retirement, but even beyond. It must be accomplished with the utmost of care, concern and searching evaluation by the administration of the institution.

I. Entitlement

A. No person holding the rank of instructor shall gain tenure.

B. Any faculty member other than instructor who serves the college for more than six consecutive academic years shall thereby gain tenure.

C. Any person promoted from within any institution in the State College system

to the rank of Associate or full Professor shall thereby gain tenure without regard to the length of his service.

D. Persons initially employed as Associate or Full Professors may be granted tenure on appointment. In the event of an initial non-tenure term appointment to either rank, the individual may not serve for more than three years without thereby gaining tenure.

E. No person serving in the capacity of a Visiting Professor shall gain tenure.

F. Once attained, tenure is transferable from one institution under the Board of Trustees of State Colleges to another.

G. Presidents, Deans, Department Chairmen and other administrators do not have tenure in their administrative positions although they may retain tenure as faculty members.

II. Evaluation for Tenure

A. When a person is being considered for a tenure appointment, whether by promotion from within or appointment from outside, a thorough evaluation of his achievement and potential should be

made in each case by a special Ad-hoc committee, including: the president, the academic dean, the department head, a tenured member of the same department, a tenured member of another department. (In an exceptional case, the president is empowered to employ as a consultant and member of the Ad-hoc committee, a tenured person in the same academic discipline in another institution of higher learning.)

B. Evaluation by the Ad-hoc committee will be accomplished in such timely fashion as to provide proper notice to those individuals who are not to be re-employed.

III. Removal of a Tenured Person

A. A tenured person, without regard for the means through which he attained tenure, shall not be removed from his position except for just cause and through due process.

B. Removal of a tenured person shall be subject to the following procedures:

1. The person must be advised in writing, at least ten days in advance of

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any hearing, of the charges to be presented.

2. The charges must be presented at a hearing to a committee composed of tenured peers from the faculty and representatives from the college administration. The person may be represented by counsel.
3. The recommendation of this committee must be forwarded to the Board of Trustees with all necessary records.
4. On written request of the individual, the Board of Trustees will grant the individual a full hearing.
5. The individual will be given at least thirty days notice of the hearing with the Board of Trustees. He may be represented by counsel.
6. A transcript of the proceedings of all hearings will be made available to the individual upon written request.

IV. Effective Date of Tenure Policy

A. This tenure policy shall apply to all faculty members whose period of service began after September 25, 1965.

B. Individuals formally granted tenure prior to September 25, 1965, will continue to enjoy the rights and privileges accorded them under Section 4B of Chapter 73 of the General Laws.

C. Individuals employed on other than term appointment prior to September 25, 1965, but who had **not** formally been granted tenure under Section 4B of Chapter 73, but who were granted what is tantamount to tenure by Chapter 572 of the Acts of 1965, are deemed by the Board of Trustees to have achieved tenure granting them the following rights:

1. A hearing before the Board of Trustees concerning dismissal charges.
2. Thirty days written notice of such hearing.
3. Representation by counsel.
4. A transcript of all proceedings to be made available on written request.

D. For those individuals first employed after September 25, 1965, time served prior to January 1, 1968, will be considered as meeting in part the requirements for academic rank and tenure.

* * * *

V. Appointment, Promotion and Tenure Policy Amendments

I. At the time when notice is given to non-tenured faculty members that their contracts are not to be renewed, a statement shall be given to them setting forth the reasons for such non-renewal. Under no circumstances, however, shall either (1) a notice of non-renewal of contract, or (2) a statement setting forth the reasons therefor, be given to any nontenured faculty member without prior approval of the Board of Trustees. (eff. 1-13-72)

II. No faculty member on less than full-time service will be eligible for tenure. (eff. 2-12-70)

III. Full-time public school teachers, who serve as part-time training school teachers for the colleges, shall not be eligible for tenure at the college. (eff. 2-12-70)

IV. Leaves of absence for non-tenured persons shall not interrupt service towards tenure, nor should they count towards tenure. (eff. 2-12-70)

V. Members of the staff at the State Colleges on leaves of absence for whatever reason shall relinquish their rights to

take part in official campus activities, including voting privileges and committee meetings. (eff. 4-9-70)

VI. Leaves of absence for professional staff at the State Colleges may be granted for a one year period but for not more than two consecutive years. (eff. 4-9-70)

VII. Professional staff members at the State Colleges on leave of absence shall not be eligible for promotion or merit increase until their return to the college. (eff. 4-9-70)

VIII. All professional appointments to the libraries shall be on a 12-month basis, effective July 1, 1971. All persons now on 12-month appointments will remain on such a calendar, and those on an academic year calendar may have the option of remaining on the academic calendar or going on to the 12-month calendar with an appropriate salary adjustment. Librarians at ranges V, IV, and III shall be eligible for tenure and other fringe benefits ordinarily accorded teaching faculty in accordance with Board policy. (eff. 1-14-71)

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IX. SPECIAL AMENDMENT APPLICABLE ONLY TO FACULTY AT THE RANK OF INSTRUCTOR WHOSE INITIAL APPOINTMENT OCCURRED BETWEEN SEPTEMBER 25, 1965 AND DECEMBER 31, 1967.

I. **Effective Date.** This amendment shall be effective between February 11, 1971 and December 31, 1973 inclusive. As of January 1, 1974, this amendment shall be deemed repealed, and its provisions shall be null and void.

II. **Authority Granted.** During the effective period of this amendment, aforesaid, the President of any state college is authorized to recommend to the Trustees, in his absolute discretion the reappointment of a faculty member who meets all of the following requirements:

1) who was granted an initial full-time appointment to the rank of instructor between September 25, 1965 and December 31, 1967, and

2) who has served continuously and satisfactorily at the rank of instructor since the time of his initial appointment, and

3) who, prior to the beginning of his fifth year of continuous service at the college, has **not** completed the minimum requirements for promotion to assistant professor—namely **a master's degree in the academic or professional discipline to be taught from an accredited institution of higher education, plus 30 additional graduate credits acceptable to the college.**

III. **Reappointment Procedures and Conditions.** The following special procedures and conditions shall be controlling in recommending any faculty member for reappointment who meets the requirements described in Section II above:

1) notice, if any, of his reappointment at the rank of instructor shall be given not later than April 1, 1971, April 1, 1972, and April 1, 1973, as the case may be.

2) each such faculty member shall give written notice to the President of his agreement to complete at least 12 graduate credit hours, acceptable to the college, within 15 months after each such notice of reappointment.

3) each such faculty member shall be subject to evaluation in February 1972, and February, 1973. Such evaluation will be conducted by a committee composed of the faculty member's department chairman, the academic dean and/or the President, and one other tenured member of the faculty. In each such evaluation, the committee shall give due consideration to the faculty member's progress in satisfactorily completing the minimum degree and credit requirements as described aforesaid, as well as to such additional factors as (a) classroom effectiveness; (b) professional activities, including positions of leadership; (c) research and publications; (d) contribution to the college community; (e) advanced study; and (f) leadership in community affairs.

4) such evaluation committee shall transmit to the President the results of its evaluation, and a recommendation not later than March 1, 1972, and March 1, 1973, as the case may be, either (a) that the faculty member be reappointed for one additional academic year, or (b) that the faculty member not be reappointed.

5) in the event that the evaluation committee recommends that the faculty member be reappointed for one additional academic year, the President of the college, if he concurs with the committee, may transmit his recommendation to the Board of Trustees for reappointment provided, however, that such faculty member first

(a) gives written notice prior to March 1, 1972, and March 1, 1973, to the President of his agreement to complete at least 12 graduate credit hours, acceptable to the college within 15 months of notice of his reappointment, and

(b) agrees to be subject to evaluation in the following February in accordance with the terms and procedures, and by a committee composed of those members described above in subsection 3.

6) in the event that the evaluation committee recommends that the faculty member not be reappointed, the President shall notify such faculty member by April 1, 1972, and April 1, 1973, as the case may be, that he will not be

reappointed for an additional academic year.

7) not later than December 31, 1973, all such faculty members shall have been given written notice, notwithstanding any foregoing provision of this amendment to the contrary, that:

either (a) he is to be promoted to the rank of assistant professor;

or (b) he is not to be reappointed for an additional academic year.

It is the intent of this provision to insure that all such faculty members at the rank of instructor shall be "up or out" not later than December 31, 1973.

8) such faculty member shall under no circumstances become eligible for promotion to assistant professor unless he hall have both (a) met the minimum requirements for such promotion of a master's degree in the academic or professional discipline to be taught from an accredited institution of higher education, plus 30 additional graduate credits acceptable to the college, and (b)

been recommended to the President of the college for such promotion by the special evaluation committee.

9) such faculty member shall under no circumstances become eligible for consideration for tenure nor shall he gain tenure until the termination of his first complete academic year following his promotion to the rank of assistant professor. (eff. 2-11-71)

NON-DISCRIMINATION

It is the stated policy of the Board of Trustees of State Colleges that in matters of college admissions, the employment of professional and non-professional personnel and all other personnel matters in the State Colleges, individuals will be evaluated on their merits without respect to their race, color, creed, natural origin, age, or sex as prescribed in applicable federal and state law.

(eff. 12-11-69)

DEFINITION OF WORK YEAR

Under the provisions of Section 31 of Chapter 29 of the General Laws the Board of Trustees has the statutory responsibility to define length of the working year for those

members of the faculties of the colleges who are employed for the academic year rather than the calendar year.

The Board of Trustees now redefines the faculty working year as constituting the ten-month period beginning on September 1 and ending on June 30. (eff. 12-13-66)